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Union: Unit 1, Unit 2, Genesee Valley School Related Personnel Associations

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For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
AGREEMENT

- between -

ADMINISTRATION

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

GENESEE, LIVINGSTON, STEUBEN, WYOMING COUNTIES

-and-

GENESEE VALLEY SCHOOL RELATED PERSONNEL ASSOCIATIONS

UNIT 1 & UNIT 2

July 1, 2007 – June 30, 2010
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NOTE: This document is produced for the convenience of the reader. There are two separate and distinct Units (Unit 1 and Unit 2).
THIS AGREEMENT is made this 29th day of June, 2007, by and between the District Superintendent of the Board of Cooperative Educational Services, Sole Supervisory District, Genesee, Livingston, Steuben and Wyoming Counties ("BOCES"), on behalf of the Board of Education ("BOARD") and the Genesee Valley School Related Personnel Associations ("ASSOCIATION").

ARTICLE 1

Section 1.01 Recognition

Unit 1: Pursuant to the New York State Public Employees' Fair Employment Act, the District Superintendent recognizes the Association as the exclusive negotiating representative for all: Certified Occupational Therapy Assistants, Licensed Practical Nurses, Physical Therapy Assistants, Registered Nurses, Teaching Assistants, excluding the District Superintendent, all administrative employees, teachers, long term and per diem substitutes, temporary appointments up to and including 90 days, and all others.

Unit 2: Pursuant to the New York State Public Employees' Fair Employment Act, the District Superintendent recognizes the Association as the exclusive negotiating representative for all: Account Clerks, Account Clerk/Typists, AV Equipment Repair Technicians, AV Aides, Building and Grounds Working Foreman, Building Maintenance Mechanics, Bus Drivers, Caregivers, Cleaners, Clerks, Clerk/Typists, Computer Repair Technicians, Cooks, Couriers, Custodial Workers, Custodians, Data Entry Clerks, Duplicating Machine Operators, Food Service Helpers, Groundskeepers, Head Cooks, Head Custodians, Home Visitor, Library Aides, Network Technician Apprentice, Network Technician, Outreach Worker, Records Inventory Clerks, Senior Account Clerks, Senior Account Clerk/Typists, Senior Caregivers, Senior Clerk, Senior Network Technician, Senior Clerk-Typist, Teacher Aides, and Typists employed by BOCES, and excluding the positions of District Clerk, District Treasurer, Assistant District Treasurer, Secretary to District Superintendent, Secretaries to Assistant Superintendents, Secretary to Business Official, Secretary to Labor Relations Coordinators, Employee Benefits Clerk, General Business Office Clerks, Superintendent of Buildings and Grounds, Supervisors, Per Diem substitutes, temporary appointments up to and including 90 days and all others.

ARTICLE 2

Section 2.01 Association Membership

It is understood and agreed that unit members have the right to join or not to join the Association and that membership in the Association is not and shall not be a condition or prerequisite for the employment or continuation of employment of any employee.
Section 2.02 Use of Facilities

BOCES will permit use of school buildings for Association meetings upon reasonable notice. No meetings will be held during regular school hours.

Section 2.03 NYSUT/NYSTRS Delegates

Provided prior written approval has been obtained from the District Superintendent or his/her designee, no deduction from salary shall be made because of attendance by voting delegates at the meeting of the New York State Employees’ Retirement system, the New York State Teachers' Retirement system, or the annual meeting of the Representative's Assembly of the New York State United Teachers. Delegates will be responsible for any and all travel expenses. (For example, travel, parking, meals, lodging, etc.)

ARTICLE 3

Section 3.01 Exchange of Information

The Association and BOCES agree to make available, upon reasonable request, all information and materials relevant to matters under consideration pursuant to the Public Employees Fair Employment Practices Act. The cost of copying the information, if in excess of $100 annually (at $.25 per page), shall be paid by the party making the request.

ARTICLE 4

Section 4.01 Distribution of Agreement

Copies of this Agreement shall be printed at the expense of the Board and distributed to all Unit members within four weeks of its execution. New Unit members will receive copies of the Agreement from BOCES at the time of hiring.

ARTICLE 5

Section 5.01 Association Dues

BOCES agrees to deduct from the pay of each unit member covered by the Agreement uniform membership dues as determined by the Association, provided that there is on file with BOCES a current written authorization, executed by the unit member authorizing said deduction by BOCES.

Dues for each year will be collected through payroll deduction for those unit members for
whom BOCES has a current written authorization on file. Such written authorizations may be revoked in writing at any time, provided that the unit member shall then have an Agency Fee deducted. BOCES agrees to forward said dues together with a list of unit members for whom dues deductions are made to the officer designated by the Association.

The Association shall certify to BOCES, in writing, membership dues and agency fee deductions by the cutoff date for the first pay period in October. If the Association changes the rate of its membership dues or agency fee deduction, it shall give BOCES thirty (30) days notice prior to the effective date of such change.

Section 5.02 Credit Unions

Payroll deduction shall be available for the Genesee Valley Teachers' Association Federal Credit Union and the Tonawanda Valley Federal Credit Union and other BOCES approved credit unions, as the unit member may elect.

Section 5.03 Deferred Plans

BOCES agrees to deduct from the pay of each unit member filing a written authorization designated sums for tax sheltered and income deferred plans as the unit member may elect to a maximum of 35 plans for BOCES provided that all current plans will be continued until unit members using the plan drop that plan. New plans will be added, subject to the limit of 35, if 5 unit members sign up for the new plan. Additionally, a BOCES Reduction Agreement for 403b programs form must accompany any Tax Sheltered Annuity (TSA) transaction.

Section 5.04 NYSUT Benefit Trust

BOCES agrees to deduct from the pay of each unit member filing a written authorization sums for the NYSUT Benefit Trust as the unit member may elect.

Section 5.05 Hold Harmless

The Association hereby agrees to indemnify and hold harmless BOCES from any and all claims, disputes, or damages sustained as a result of making the deductions provided for in this article.

ARTICLE 6

Section 6.01 Definition of Full-Time

Unit 1:
a. A full-time C.O.T.A. or P.T.A. works 32.5 hours or more per five-day workweek for ten (10) months (September through June).
b. A full-time L.P.N. or Registered Nurse works 32.5 hours or more per five-day workweek for ten (10) months (September through June).

c. A full-time Teaching Assistant works 30 hours or more per five-day workweek for ten (10) months (September through June).

**Unit 2:**

Section 1 - Clerical

A full-time member of the clerical staff is one who works a minimum of 35 hours per week for ten or more months. The full-time working day includes an unpaid one-half hour duty free lunch.

Section 2 - Operations and Maintenance/Technical Staff

A full-time member of the operations and maintenance or technical staff is one who works 40 hours per week on a twelve-month basis. The full-time working day includes an unpaid one-half hour duty free lunch.

Section 3 - Teacher Aide/Interpreter Staff

A full-time member of the teacher aide or interpreter staff is one who works 30 or more hours during a five-day workweek for the school year (September-June). The full-time working day includes an unpaid one-half hour duty free lunch.

Section 4 - Bus Driver

A full-time bus driver is one who works 30 hours or more per week for ten or more months. The full-time working day includes an unpaid one-half hour duty free lunch.

Section 5 - Head Cook/Cook/Food Service Helper

A full-time cook/food service helper is one who works 35 or more hours per week for ten or more months. The full-time working day includes an unpaid one-half hour duty free lunch.

Section 6.02 Christmas, Easter and Summer Hours

a. During the Christmas, Easter and summer recess the starting and/or ending times may be adjusted with the approval of the unit member's immediate supervisor if workload permits and a unit member so wishes. Compensation will be paid for actual hours worked.

b. No teaching assistant/teacher aide will be expected to remain in school after students depart on the last day prior to a holiday, providing that all assigned duties are completed.

Section 6.03 Unpaid Duty Free Lunches

a. All lunches are 30 minutes in duration, duty free, and unpaid.

**Unit 1:**

b. One Registered Nurse (RN) per school building is eligible for an annual stipend for volunteering to be on call during his/her unpaid lunchtime to serve students in case a student needs
or seeks nursing assistance. Upon immediate supervisors’ approval, the RN will receive a June payroll stipend check (full or pro-rated) as depicted in the chart:

<table>
<thead>
<tr>
<th>Year</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007 - 2008</td>
<td>$950</td>
</tr>
<tr>
<td>2008 - 2009</td>
<td>$950</td>
</tr>
<tr>
<td>2009 - 2010</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**Section 6.04 Minimum Starting Hourly Rates**

**Unit 1:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Full-time Minimum Hourly Rate</th>
<th>Part-time/Temporary Minimum Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>COTA/PTAs</td>
<td>$18.10/hr.</td>
<td>$14.49/hr.</td>
</tr>
<tr>
<td>Licensed Practical Nurses</td>
<td>13.31/hr.</td>
<td>11.00/hr.</td>
</tr>
<tr>
<td>Registered Nurses</td>
<td>16.21/hr.</td>
<td>13.31/hr.</td>
</tr>
<tr>
<td>Teaching Assistants</td>
<td>8.75/hr.</td>
<td>7.26/hr.</td>
</tr>
</tbody>
</table>

**Unit 2:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Full-time Minimum Hourly Rate</th>
<th>Part-time/Temporary Minimum Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Clerks</td>
<td>$9.26/hr.</td>
<td>9.26/hr.</td>
</tr>
<tr>
<td>Account Clerk/Typists</td>
<td>9.26/hr.</td>
<td>7.53/hr.</td>
</tr>
<tr>
<td>A/V Aides</td>
<td>8.49/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>A/V Equip Repair Techs</td>
<td>10.42/hr.</td>
<td>8.55/hr.</td>
</tr>
<tr>
<td>Bldg. Maint. Mechs</td>
<td>12.02/hr.</td>
<td>9.63/hr.</td>
</tr>
<tr>
<td>Bldgs. &amp; Grnds. Working Foremen</td>
<td>10.42/hr.</td>
<td>8.59/hr.</td>
</tr>
<tr>
<td>Bus Drivers</td>
<td>10.42/hr.</td>
<td>8.34/hr.</td>
</tr>
<tr>
<td>Caregivers</td>
<td>7.55/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Clerks</td>
<td>8.68/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Clerk/Typists</td>
<td>8.68/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Cooks</td>
<td>8.98/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Couriers</td>
<td>7.55/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Custodial Workers</td>
<td>8.80/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Custodians</td>
<td>9.35/hr.</td>
<td>7.49/hr.</td>
</tr>
<tr>
<td>Data Entry Clerks</td>
<td>8.39/hr.</td>
<td>8.39/hr.</td>
</tr>
<tr>
<td>Duplicating Machine Operators</td>
<td>8.68/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Food Service Helpers</td>
<td>7.15/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Groundskeepers</td>
<td>7.55/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Head Cook</td>
<td>9.85/hr.</td>
<td>7.15/hr.</td>
</tr>
<tr>
<td>Head Custodians</td>
<td>10.42/hr.</td>
<td>8.59/hr.</td>
</tr>
<tr>
<td>Home Visitor</td>
<td>11.66/hr.</td>
<td>9.32/hr.</td>
</tr>
<tr>
<td>Network Technician Apprentice</td>
<td>10.48/hr.</td>
<td>8.82/hr.</td>
</tr>
<tr>
<td>Network Technician</td>
<td>11.03/hr.</td>
<td>9.92/hr.</td>
</tr>
<tr>
<td>Outreach Worker</td>
<td>14.27</td>
<td>9.75</td>
</tr>
<tr>
<td>Records Inventory Clerks</td>
<td>8.68/hr.</td>
<td>7.15/hr.</td>
</tr>
</tbody>
</table>
Senior Acct Clerks 11.32/hr. 9.05/hr.
Senior Acct Clerk/Typists 11.32/hr. 9.05/hr.
Senior Clerk 11.03/hr. 8.82/hr.
Senior Clerk/Typists 11.03/hr. 8.82/hr.
Senior Caregivers 11.87/hr. 9.85/hr.
Senior Network Technician 13.46/hr. 11.80/hr.
Senior Typists 8.68/hr. 7.15/hr.
Teacher Aides 7.81/hr. 7.15/hr.
Typists 8.68/hr. 7.15/hr.

* Rates for new positions will be established by the Board of Education.
* No existing staff will make less than these minimum rates for 2007-2010.
* If the hourly wage established in this contract is ever less than the legally required minimum hourly wage, then legally required minimum wage prevails.

Section 6.05 Calculation of Estimated Annual Wage

Calculation of an estimated annual wage is based upon the hourly rate times the hours per day times the estimated exact number of days in the fiscal year. Final adjustments to exact number of days will take place during the last payroll in June.

Section 6.06 Hourly Rate Increases

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-2008</td>
<td>4.0%</td>
</tr>
<tr>
<td>2008-2009</td>
<td>4.0%</td>
</tr>
<tr>
<td>2009-2010</td>
<td>4.0%</td>
</tr>
</tbody>
</table>

Unit members hired on or before February 1st (in any fiscal year) will be entitled to 100% of the upcoming year hourly percentage increase. Unit members hired after February 1st (in any fiscal year) will not be eligible for an hourly percentage increase in the upcoming year.

Section 6.07 Part-Time and Temporary Employees/Benefits

Part-time unit members who work less than one-half (.50 FTE) of the full-time hours per week as specified in Section 6.01 are paid only for such hours as are worked. Such unit members do not earn vacation time, paid lunch, leave time of any form, nor are they entitled to health insurance benefits. Benefits required by statute are granted, e.g. Workers' Compensation Insurance coverage.

Part-time unit members who work one half (.50 FTE) or more of the full time hours per week as specified in Section 6.01 shall be entitled to benefits and holidays on a pro-rated basis unless otherwise provided in this Agreement.

For full-time temporary employees benefits commence at the 91st day of work.
Section 6.08 Overtime

Recognizing the substantial public interest in the prompt and efficient delivery of services to the Districts' students and other constituents, unit members shall work overtime upon request and acceptance. BOCES shall use its best efforts to notify unit members required to work overtime as far in advance as possible of their regular quitting time to allow them to make proper preparations. Unit members shall be paid for hours actually worked in excess of forty (40) hours in any workweek at one and one-half times their regular rate, as that term is defined by federal law. Unit members may not elect compensatory time off in lieu of overtime pay. No unit member shall work overtime unless expressly authorized by the District Superintendent or his/her designee.

If a unit member works on a legal holiday or on the weekend coinciding with a legal holiday and/or snow days, the unit member shall be paid at one and one-half (1.5) times their regular rate.

Section 6.09 Longevity Awards

a. Longevity Awards to all members of the unit:
   - Bonus of $275.00 after 5 years.
   - Bonus of $425.00 after 10 years.
   - Bonus of $550.00 after 15 years
   - Bonus of $700.00 after 20 years
   - Bonus of $850.00 after 25 years
   - Bonus of $1,000.00 after 30 years
   - Bonus of $1,050.00 after 35 years

b. The award will be distributed in one lump sum payment during a regular pay period. The BOCES will automatically calculate when the longevity award is due based upon accumulated paid days from a unit member’s hire date. In the event that an error occurs, this section is not subject to grievance procedures.

Section 6.10 Call-Ins for Security Alarm and Computer System

Any unit member called in because of the security alarm system or the computer monitoring system will be paid from time of call until he/she has returned home plus mileage. The minimum amount paid is two hours.

Section 6.11 Shift Deferential

BOCES agrees to pay an additional shift deferential of $.45 per hour for unit members whose shift extends beyond 9:00 p.m.
Section 6.12 College Tuition Reimbursement

The Genesee Valley BOCES will pay a unit member for up to six (6) collegiate hours per year when pre-approved by the District Superintendent or his/her designee at the SUNY tuition rate as a one-time lump sum payment upon submission of evidence of satisfactory course work completion. This payment will be made whenever allowed under the law and/or Internal Revenue Code 162 as a reimbursable employee expense (upon completion of an Employee Claim Voucher). In the event that the law/Internal Revenue Code changes and does not allow for the voucher reimbursement method, the payment will be made using the SUNY tuition rate plus 20% addition.

ARTICLE 7

Section 7.01 Holidays

Unit 1:
BOCES will provide unit members who are ten (10) month employees with eleven (11) paid holidays to be designated annually by the Board of Education. Typical holidays may include:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Columbus Day
- Veteran’s Day
- Thanksgiving 2 Days
- Christmas 2 days

Unit 2:
BOCES will provide twelve (12) month unit members with thirteen (13) paid holidays to be designated annually by the Board of Education. BOCES will provide ten (10) month employees with eleven (11) paid holidays to be designated annually by the Board of Education. Typical holidays may include:

<table>
<thead>
<tr>
<th>12-Month</th>
<th>10-Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>President's Day</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Thanksgiving (2) Days</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Christmas (2) Days</td>
<td>Columbus Day</td>
</tr>
<tr>
<td></td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td></td>
<td>Thanksgiving (2) Day</td>
</tr>
<tr>
<td></td>
<td>Christmas (2) Day</td>
</tr>
<tr>
<td></td>
<td>New Year’s Day</td>
</tr>
<tr>
<td></td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td></td>
<td>President’s Day</td>
</tr>
<tr>
<td></td>
<td>Good Friday</td>
</tr>
<tr>
<td></td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

Section 7.02 Vacation (Unit 2 only)

a. Vacation time is only provided to full-time 12-month Unit 2 employees. Such members shall be granted paid vacation upon completion of years of service pursuant to this table.

b. No vacation time may be taken until after the employee has completed six months of service.

c. Upon entry, the anniversary date for years of service regarding vacation is June 30th.
First year vacation credit for twelve (12) month employees will be pro-rated on the following basis.

<table>
<thead>
<tr>
<th>Month Appointed</th>
<th>Vacation Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 – August 31</td>
<td>4 days</td>
</tr>
<tr>
<td>September 1 – December 31</td>
<td>3 days</td>
</tr>
<tr>
<td>January 1 – March 31</td>
<td>2 days</td>
</tr>
<tr>
<td>April 1 – June 30</td>
<td>1 day</td>
</tr>
</tbody>
</table>

d. All requests for vacation days must be made on the approved form. Vacation requests should be made as far in advance as possible and must be approved by the District Superintendent or his/her designee.

UNIT 2 TWELVE MONTH EMPLOYEES (Full-time)

<table>
<thead>
<tr>
<th>Days Earned Upon Completion of</th>
<th>Yearly Entitled Number of Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2, or 3 years</td>
<td>10</td>
</tr>
<tr>
<td>4 years</td>
<td>12</td>
</tr>
<tr>
<td>5 years</td>
<td>13</td>
</tr>
<tr>
<td>6 years</td>
<td>14</td>
</tr>
<tr>
<td>7 years</td>
<td>15</td>
</tr>
<tr>
<td>8 years</td>
<td>16</td>
</tr>
<tr>
<td>9 years</td>
<td>17</td>
</tr>
<tr>
<td>10 years</td>
<td>18</td>
</tr>
<tr>
<td>11 years</td>
<td>19</td>
</tr>
<tr>
<td>12 years and thereafter</td>
<td>20</td>
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</tbody>
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e. Any Unit 2 member who leaves employment will receive pay for unused, earned vacation as long as that unit member gives two weeks written notification of termination.

f. Up to five vacation days unused in one year will automatically rollover into the next.

g. Vacation buy back: Employees may convert up to 3 days of unused vacation for cash payment as follows:
   1. The employee must have an annual allotment of 20 vacation days per year as established above.
   2. The employee may submit a written request to his or her immediate supervisor by May 1st.
   3. The administration may grant or deny the request in its sole discretion. The administration’s considerations may include but are not limited to cost and the need for the employee’s work. Decisions to allow or not to allow vacation buy back are not precedent setting or grievable.

ARTICLE 8

Section 8.01 Severance Benefits

a. BOCES will provide eligible unit members membership in the appropriate state
retirement system. Plan 75i with option 41j will be provided for members of the New York State Employees' Retirement System.

b. A 403(b) non-elective employer contribution shall be made for each unit member who retires in the appropriate New York State Retirement System with at least ten (10) years of consecutive service in BOCES prior to the retirement date. The amount of the employer contribution shall be calculated as follows: $60 times the number of accumulated sick days, up to a maximum of 200 days. The employer contribution shall be subject to the terms of the “403(b) Memorandum of Agreement” between the BOCES and the Unit 1 and Unit 2 Associations signed on June 15, 2004.

c. Unit members who retire in an appropriate New York State Retirement System may continue to participate in BOCES health insurance at their own expense.

ARTICLE 9

Section 9.01 Group Health Benefits

BOCES will provide availability for unit members to participate in one of the health care packages defined herein.

a. Current unit members will remain in the plan he/she currently has unless the unit member submits a letter to the BOCES Employee Benefits Clerk by the first day of June annually. The unit member will then complete enrollment forms for the new chosen plan(s) by June 15th. The change will be effective July 1. Unit members must remain in the chosen plan for the fiscal year.

b. Unit members who select “Package 4” or “Package 5” are not required to contribute to the premium cost of their health care package. Paragraphs “c.” “d,” “e,” and “f” apply to unit members who select packages 1-3.

c. Unit members hired prior to July 1, 1997 will contribute 4.5% of the premium cost of their health care package.

d. New hires effective July 1, 1997 and thereafter will contribute 9.5% of the premium cost of their health care package.

e. New hires effective July 1, 2004 and thereafter will contribute 12% of the premium cost of their health care package.

f. New hires effective July 1, 2007 and thereafter will contribute 15% of the premium cost of their health care package.

g. Eligible part-time unit members working less than full time will have BOCES premium payments prorated by the number of hours worked.

h. Health care packages available are:

Package 1: Original Genesee Area Health and GAHP Dental Plans

GAHP Base Medical
GAHP Prescription Co-Pay Rider
GAHP Dental 1 Rider
BC/BS Vision Rider
Package 2: Blue Cross/Blue Shield Health and BC/BS Dental Plans:

- BC/BS Group 8008-001 Pkg. 010 – Base Plan
- BC/BS Group 8008-502 Smile Saver IV Plan
- BC/BS Vision Plan

Package 3: Original GAHP Health with BC/BS Dental:

- GAHP Base Medical
- GAHP Prescription Co-Pay Rider
- BC/BS Group 8008-502 Smile Saver IV Plan
- BC/BS Vision Plan

Package 4: The GAHP Option D-2 Health and GAHP Dental:

- GAHP Base Medical (D-2)
- GAHP Prescription Co-Pay Rider (D-2)
- GAHP Dental 1 Rider
- BC/BS Vision Plan

Package 5: The GAHP Option D-2 Health with BC/BS Dental:

- GAHP Base Medical (D-2)
- GAHP Prescription Co-Pay Rider (D-2)
- BC/BS Group 8008-502 Smile Saver IV Plan
- BC/BS Vision Plan

- Any unit member not electing to participate in a health package will be eligible to participate in the option to medical insurance coverage as specified in Board policy 5312, regulation 5312-1 and form 5312-1. The rate of compensation is one thousand dollars ($1000) for this option (normal first-time or re-entry filing day by Policy is June – file with Employee Benefits Clerk). This benefit is prorated according to start date, it is paid in the final June payroll, and it is a taxable benefit.

- The election to “opt out” of medical insurance will continue until such time as the Unit member elects to re-enter the BOCES medical insurance plan (and is also eligible based upon a qualifying event) or is no longer eligible to receive subsidized medical benefits.

- Unit members shall have the option to participate in a flexible spending account (Section 125 plan) in accordance with BOCES plan document. The open enrollment period, as determined by the BOCES, is from September 1 – September 30 annually. The plan year runs from October 1 through September 30.

**ARTICLE 10**

**GRIEVANCE PROCEDURE**

**Section 10.01 Purpose**
The establishment and maintenance of a harmonious and cooperative relationship between the Board and its unit members is essential to BOCES operation. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of unit members through procedures established under this Agreement which afford the Board and the unit members an opportunity to dispose of their differences free from coercion, interference, restraint, and discrimination or fear of reprisal.

Section 10.02 Definitions

A grievance is defined as a complaint by a unit member or unit members that there exists an alleged violation or misinterpretation of this agreement.

Unit member shall mean any unit member covered under the terms of this agreement.

The Supervisory Officer shall mean the Principal, Assistant to the Principal, or immediate supervisor responsible for the area in which the grievance has arisen.

The Chief Executive Officer is the District Superintendent of Schools. Grievance Committee shall mean the committee designated by the Association.

School business days are defined as days when central administration offices are open for business.

Section 10.03 Basic Principles

A unit member shall have the right to be represented, or not to be represented by the Grievance Committee of the Association. If the grievant chooses to be represented, the unit member must be represented by the Association.

The parties shall have the right, at a reasonable time, to all written statements or records pertaining to the grievance.

All grievance hearings shall be confidential and all documents, communications and records dealing with the grievance shall be filed separately from the personnel files of the participant.

All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure. Nothing contained herein will be construed as limiting the right of any unit member to discuss the matter informally with any appropriate member of the Administration and having the matter informally adjusted provided that the adjustment is not in violation of the terms of the Agreement and that the Association has been given the opportunity to present its views of the grievance.

The Chief Executive Officer shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all steps and all written decisions. The official grievance record shall be available for inspection and copying by the unit member and the Board, but shall not be deemed a public record.

Section 10.04 Time Limits

No alleged grievance shall be entertained and shall be deemed waived unless presented in
writing at Step One within thirty (30) school business days after the occurrence of the act or acts upon which the said grievance is based.

A grievance which is not answered within the time limits specified for by the specific step of the procedure may be appealed to the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.

A grievance shall be considered settled on the basis of the last answer rendered unless appealed to the next step in these procedures within the time limits specified.

Section 10.05 Procedures

Step One - Supervisory Officer
A unit member having a grievance should discuss it with his/her Supervisory Officer with the objective of resolving the matter informally. If the grievance is not resolved, the formal grievance procedure is commenced by the unit member filing a written grievance, on a form approved by the District Superintendent and Association with the Supervisory Officer within the time limit specified in Section 5. Within five (5) school business days of receipt of the grievance, the Supervisory Officer will meet with the unit member to discuss the grievance. The Supervisory Officer will render a written decision to the unit member and Association grievance committee within five (5) school business days of that meeting.

Step Two - Chief Executive Officer
If the unit member and the Grievance Committee are not satisfied with the written decision rendered at Step One, a written appeal of said decision may be filed with the District Superintendent within ten (10) school business days after the issuance of the Step One decision. Copies of the grievance and of the written decision shall be submitted with this appeal.
Within five (5) school business days of receipt of the appeal, the District Superintendent shall establish a time for hearing of the grievance. Such hearing to take place no later than ten (10) school business days after the receipt of the appeal.

The District Superintendent shall render a decision within five (5) school business days after the hearing. Such decision shall be in writing with copies to the aggrieved unit member and the grievance committee.

Step Three - Board of Education
If the Grievance Committee is not satisfied with the decision rendered at the second step, a written request for a hearing may be filed with the Board within five (5) school business days after receipt of the Chief Executive Officer's answer.

The District Superintendent shall submit all written documents pertaining to the grievance to the Board.

The Board shall notify all parties of a time and place when a hearing shall be held. Whenever possible, the hearing shall be at the next regular Board meeting after receipt of the request.

The Board shall render its decision within ten (10) school business days after the hearing. Such decision shall be in writing and shall be submitted to the aggrieved and the Grievance Committee.

The grievance shall be considered settled on the basis of the answer provided above, except that: it is understood that a decision by the Board relative to a grievance involving the
interpretation and administration of Federal or State Law may be appealed to the Commissioner of Education if such appeal is provided under the Law, and a decision by the Board relative to a grievance involving the interpretation and administration of this Agreement may be appealed through the arbitration procedures outlined below.

Step Four - Arbitration

If the Grievance Committee is not satisfied with the decision rendered at Step 3, a request for a list of arbitrators may be filed with the American Arbitration Association. A copy of the letter requesting such list shall be mailed to the Board. Such request for arbitration must be filed within ten (10) school business days after receipt of the Board's decision at the third step of this procedure. Upon receipt of the list of arbitrators, the parties shall select an arbitrator to hear the case, such selection to be made in accordance with procedures established by the American Arbitration Association.

The arbitrator will hear the matter promptly and will render his/her decision not later than thirty (30) calendar days from the date of the close of the hearing. The hearing shall not be considered closed until the time limits established by the arbitrator for filing of briefs or supplementary statements, if any, shall have passed.

The authority of the arbitrator shall be limited to an interpretation of the provisions of this Agreement as they apply to the grievance before him/her and he/she shall have no authority to add to, subtract, or alter in any way of the provisions of this Agreement.

The decision of the arbitrator will be final and binding on the parties.

The costs for the services of the arbitrator, including expenses, shall be shared equally.

ARTICLE 11

Section 11.01 Teaching Assistants/Teacher Aides as Volunteer Substitute Teachers

Unit 1:

a. At the beginning of each academic year active teaching assistants will be placed on the Board approved substitute teacher list for up to forty (40) days per school year.

b. On days when the teacher is absent, a teaching assistant may volunteer to serve as a substitute teacher. Teaching assistants will receive an additional $45.00 per diem for each day of service, upon submission of a payroll timesheet.

Unit 2:

a. At the beginning of each academic year active teacher aides will be placed on the Board approved substitute teacher list.

b. On days when the teacher is absent, a teacher aide may volunteer to serve as a substitute teacher for up to 40 days per school year. Teacher aides will receive an additional $45 per diem for each day of service, upon submission of a payroll timesheet.

Section 11.02 Personnel Files

If any material concerning a unit member's conduct, performance, character, or personality
is to be placed in a unit member's personnel file, he/she will be given prior notice of the material to be placed in the file and sign the material acknowledging its receipt. The unit member's signature shall not in and of itself signify agreement with the contents of the material, and the unit member shall have 20 school business days following receipt of the material to submit a response. Any response shall be attached to the material and included in the personnel file.

Unit members may view the contents of their personnel file in the presence of the District Superintendent or any administrator or his/her designee and may have one complete copy of the file once every five years, and additional copies made of materials contained in the file at $.25 per page. Whenever possible, unit members will be permitted to view the file as soon as practicable, but in no event not later than five (5) school business days following their request. Confidential pre-employment references and placement materials shall not be available under this provision.

Section 11.03 Vacancy Postings

a. Posting Vacancies. All BOCES openings which apply to members of the bargaining unit shall be posted for a minimum of five (5) working days to enable present unit members to request a voluntary transfer. Administration will retain the right to approve or not approve the transfer.

b. Transfer. When a position is to be filled, the attempt will be to fill it with the best-qualified applicant. Seniority in BOCES will be a consideration. The Association recognizes that the qualifications for vacancies will be determined and evaluated by the Administration.

c. Summer Recess Vacancies. Summer work openings other than CETA, YEP and Job Development shall be posted for a minimum of five (5) working days prior to outside advertisement to enable unit members to apply. The Administration will retain the right to select unit members from among all applicants.

Section 11.04 Travel Reimbursement

Any unit member who uses his/her personal vehicle for any BOCES related purpose for any approved occasion shall be compensated for such use at a rate equal to the highest rate permitted by the IRS. Any subsequent change in this rate shall be implemented immediately as soon as it is known; however, no retroactive increase shall be implemented.

Section 11.05 Reduction in Force

a. BOCES shall follow seniority rules as outlined by Civil Service Law for competitive class unit members and Education Law for unclassified unit members. For unit members not covered in the above laws, length of service in position shall be used when determining reductions in force by job classification.

b. For purposes of calculating seniority, seniority is awarded based upon service spent in one of these separate and distinct sub-categories: Career & Technical courses or clusters; Alternative Education/Special Education. The Career and Technical courses and/or clusters are found in Commissioner’s Regulations 80-2.5.
Section 11.06 Snow and Emergency Closings

a. Unit members are eligible to use up to (5) non-cumulative “no deduct” days per fiscal year. The five (5) no deduct days are to be used in the event that BOCES is closed. If all five (5) "no deduct" days are used, then personal days may be used. For this section the term BOCES means a unit member's normal work site.
b. Unit members who are required to report to work when BOCES is closed shall receive appropriate additional compensation.
c. When BOCES is open and a unit member cannot report due to inclement weather a unit member may use a personal day.

Section 11.07 Teacher Aides Becoming Teaching Assistants (Unit 2 Only)

a. Teacher Aides that provide evidence of an Associates Degree or higher from an accredited college are eligible, subject to Board approval, for re-classification as a Teaching Assistant.
b. Requests for re-classification are submitted to a Unit member’s immediate supervisor.
c. BOCES Administration and the appropriate Unit representative will mutually agree upon any salary adjustment, at the time of re-classification. In determining a pay adjustment, these items will be considered: a Unit member’s years of service, level of performance and current hourly rate. These are then compared to existing Teaching Assistant hourly rates.

Section 11.08 No Strike

The Association agrees that it will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

The Association further agrees that it will not impose an obligation upon any individual or group of individuals to cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage.

Section 11.09 Evaluation

Unit 1:

a. At least one evaluation of each unit member shall be conducted annually by the unit member's immediate supervisor. The evaluation will be placed in the unit member's personnel file or supplemental C.I.P. file following a discussion of the evaluation by the unit member and his/her immediate supervisor. The discussion shall take place within five (5) workdays of the evaluation unless otherwise agreed. The unit member will sign the evaluation indicating that he/she has read the report and that it has been discussed. The unit member shall have the right to attach his/her written response to each evaluation report.
b. The Continuous Improvement Plan (CIP) guidebook is hereby designated as the source document for the evaluation process. The guidebook may be reviewed periodically to improve the evaluation process. The Association will be fairly represented on any ad hoc committee making changes to the guidebook.
c. An annual formal observation may be conducted for teaching assistants at the discretion of the immediate supervisor.
Unit 2:
a. At least one evaluation of each unit member shall be conducted annually by the unit member's immediate supervisor. The evaluation will be placed in the unit member's personnel file or supplemental C.I.P. file following a discussion of the evaluation by the unit member and his/her immediate supervisor. The discussion shall take place within five (5) workdays of the evaluation unless otherwise agreed. The unit member will sign the evaluation indicating that he/she has read the report and that it has been discussed. The unit member shall have the right to attach his/her written response to each evaluation report.

b. The Continuous Improvement Plan (CIP) guidebook is hereby designated as the source document for the evaluation process. The guidebook may be reviewed periodically to improve the evaluation process. The Association will be fairly represented on any ad hoc committee making changes to the guidebook.

c. An annual formal observation may be conducted for teacher aides at the discretion of the immediate supervisor.

Section 11.10 Uniforms

If required by BOCES, each unit member of the Operations and Maintenance staff will be provided up to five (5) clean uniforms per week. The color, quality, supplier and other particulars are at the discretion of the District Superintendent or designee.

Section 11.11 Off-Hour Court Appearances

Unit members will receive their hourly rate of pay for work-required court attendance. The Unit member’s supervisor will be notified in advance and will make the final determination if it is work related.

Section 11.12 Future Teacher Development Academy

a. Purpose: To develop future teachers for Genesee Valley BOCES.

b. Eligibility: Whether to offer the academy at any given time or in any given year is subject to Board approval. When offered, the academy is available to Unit members, in good standing with the BOCES, who aspire to become a certified teacher for the BOCES. Interested candidates are required to file application with the BOCES District Clerk by January 1st for the fall semester and/or by June 1st for the spring semester.

c. Acceptance into the Program:
   BOCES administration will make the sole determination as to whether or not to accept a candidate into the academy. BOCES will typically seek to select one unit member into the program each semester commencing in the spring of 2002.

d. Once accepted into the Academy, the participant must:
   1. Apply for all available financial aid to include state and federal grants.
   2. Be responsible for providing transportation to and from the college
courses.
3. Maintain a 2.5 cumulative average.
4. Maintain excellent attendance at work assignments and at college courses.
5. Agree to do student teaching at BOCES, if offered.
6. Upon college course completion and certification eligibility, the academy participant must apply for and accept (if offered) a teaching position in the appropriate certification area at BOCES.
7. Teach for BOCES a minimum of three years unless the BOCES District Superintendent deems otherwise. Should the Academy participant leave for reasons not approved by the District Superintendent, then the participant agrees to reimburse the BOCES for all BOCES paid expenses, excluding regular salary.

e. **The Program:** Unit members accepted into the program are eligible for:
   1. A specified college program leading to teacher certification as planned by the participant and the Assistant Superintendent Instructional Programs or his/her designee.
   2. Course registration is subject to review and approval by the Assistant Superintendent for Instructional Programs.
   3. These payments:
      a. College tuition at the SUNY rate
      b. Approved textbooks
      c. Required college fees
      d. Paid release time during the regular work day for approved course work (at existing hourly rate)
      e. A payroll stipend of $100 per semester for miscellaneous expenses
      f. If necessary, e.g. summer courses, tuition only with no hourly wage payment
   4. This article is non-grievable and the BOCES maintains the sole right to determine participants. The BOCES may decide to discontinue the program at any time.

Section 11.13 Absence from work without reason (Units 1 and 2)

Any Unit 1 or Unit 2 member not covered under Section 75 or 3020-a who is absent from his/her work assignment without reason and notification to his/her immediate supervisor for five (5) work days shall be considered to have resigned his/her position effective after the fifth day of such absence.

Section 11.14 Licenses

If required by BOCES, Unit members will be reimbursed for the following:
   a. Adult Education classes for Bus Driver Training
   b. Bus Driver License
   c. Commercial Drivers License
Section 11.15 Teaching Assistants and Teacher Aides as Bus Drivers

Unit 1:

a. Teaching Assistants, legally certified and licensed as bus drivers, will be paid an additional two dollars ($2.00) per hour for required pupils' transportation. The schedules will be developed, authorized and monitored by the building principal. Payment will be monthly upon submission of a time sheet approved by the building principal.

b. Teaching Assistants, legally certified and licensed as bus drivers, who are directed by the building principal to transport students beyond their regularly scheduled workday shall be paid their hourly rate plus the differential provided for in paragraph (a) of this section, for the hours they are required to transport students beyond their regularly scheduled workday.

c. It is understood that the practice of utilizing teaching assistants for this service may be discontinued by the BOCES at any time.

Unit 2:

a. Teacher aides, legally certified and licensed as bus drivers, will be paid an additional two dollars ($2.00) per hour for required pupils' transportation. The schedules will be developed, authorized and monitored by the building principal. Payment will be monthly upon submission of a time sheet approved by the building principal.

b. Teacher aides, legally certified and licensed as bus drivers, who are directed by the building principal to transport students beyond their regularly scheduled workday shall be paid their hourly rate plus the differential provided for in paragraph (a) of this section, for the hours they are required to transport students beyond their regularly scheduled workday.

c. It is understood that the practice of utilizing teacher aides for this service may be discontinued by the BOCES at any time.

ARTICLE 12

Section 12.01 Personal and Property Damage

Effective upon ratification, should any unit member, through no fault of his/her own, suffer a physical assault upon his/her person and/or property while acting in the course of and during his/her employment, the unit member shall be reimbursed for loss or damage to his/her person and/or property resulting from the assault. To be entitled to reimbursement the unit member must submit acceptable proof of the loss of damage, including the value of the loss or damage, to the District Superintendent within 20 school days of the loss or damage. In the event of an assault, the unit member shall cooperate in any Board or criminal investigation of the incident.
ARTICLE 13

13.01 Sick Leave

a. Sick days for personal illness and family illness as specified in subsection (c) shall be earned at the rate of one (1) day for each month of employment. Sick days are credited in advance each year in September for ten (10) month and in July for twelve (12) month, except that new unit members shall receive advanced pro-rated credit based upon the start date. Unit members who commence work after the 15th will receive the advanced credit on the first day of the following month. A unit member who terminates for any reason who has utilized more sick days than actually earned will have the excess deducted from his/her final pay, or will be otherwise required to reimburse BOCES. Unit members shall be allowed to accumulate sick days to a maximum of 200 days.

b. A written medical excuse may be requested for absences due to personal illness exceeding five (5) consecutive working days or if a pattern of absenteeism occurs. At five (5) consecutive days of personal illness, BOCES may require a doctor's verification, at BOCES expense, of ability to resume or not resume job responsibilities upon the unit member's return to work.

c. A maximum of five (5) days of sick leave per year may be used for sickness in the immediate family where the presence of the unit member is required. Immediate family is defined as husband, wife, son, daughter, father, mother, mother-in-law, father-in-law, or other member of the unit member's household.

Section 13.02 Sick Leave Bank

BOCES will have a sick leave bank for all unit members working 1.0 FTE for at least three (3) years of a regular employment schedule as defined in section 6.01 for the school years ending June 1997 and 1998 under the following guidelines:

1. The purpose of this bank is to protect participants who have an extended illness. An extended illness shall be defined as an illness when the unit member is absent for verifiable medical reasons for a minimum of 20 consecutive workdays.

2. A Committee of four will determine eligibility for use of the bank with two members chosen by the Association, and two members chosen by BOCES. A majority vote is required in all decisions.

3. The Committee will review the request for use of the sick bank days within 15 calendar days of the receipt of the original request.

4. The sick leave bank may not be used for a staff member on an unpaid leave of absence.

5. All decisions of the joint Committee are final and non-reviewable by the Association or BOCES.

6. The maximum number of days which may be withdrawn from the bank in any one year is 250, even if the bank might at some time be funded with a larger number of days.

7. First year unit members, will contribute the first of their two days to the Bank. During the succeeding year, each of these unit members will contribute the second of his/her two
days to the Bank. All unused days will be carried into the next year. If the Bank is below 250
days at the beginning of any of the years covered by this Section, the Board will contribute the
number of days necessary to bring the bank up to 250 days. If unit member contributions bring the
Bank above 250 days, the Board's contribution will be decreased by the number needed to return
the Bank to 250.

8. A unit member may apply to the Committee for use of the sick bank after being
absent 20 consecutive workdays and only after the unit member has exhausted all their paid leave
time including vacation time. Under no circumstances shall a unit member draw from the sick
bank during the first 20 consecutive workdays of illness. Eligibility to draw from the sick bank
may commence on the 21st day of the illness as determined by the Committee. The unit member
shall submit documentation from his/her physician for the reason for the extended illness. The
Committee reserves the right to request a physical examination by BOCES physician at BOCES
expense.

9. Each unit member who applies to the sick bank will be eligible to receive up to
20 days paid leave from the bank per single illness upon review by the Committee. The initial
request for sick bank use may be extended twice to a maximum of 60 days per year per unit
member upon review by the Committee with verifiable medical documentation.

10. Under no circumstances shall a unit member be granted more than 60 sick days
per school year (July 1 - June 30) for any single illness which may carry over into the next school
year.

11. The sick bank's pool of 250 days is shared with Unit 2 through a separate
Memorandum of Understanding. If that agreement ends then the number of sick days in the pool
becomes negotiable.

Section 13.03 Bereavement Leave

a. A maximum of three (3) days without loss of pay for each incident will be allowed
for absence due to death in the immediate family. For purposes of this provision, immediate
family shall include: husband, wife, children, father, mother, brothers, sisters, grandchildren,
grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, son-in-law, daughter-in-law,
brother-in-law or any other member living in the unit member's household.

b. These days are non-cumulative and will not be charged against sick leave. The
District Superintendent may, at his/her discretion, grant additional days in the event of the death of
a unit member's spouse, father, mother or children.

c. At the discretion of the District Superintendent, additional time without loss of pay
may be allowed to attend the funeral of any family member not defined above or any other person
occupying a close familial relationship. Individual decisions of the District Superintendent
pursuant to this section are not subject to the contractual grievance procedure.

Section 13.04 Personal Leave

All unit members may use three (3) working days per year at no loss of pay and no
deduction from sick leave for personal use. Absent unforeseen emergency requests are to be made
at least twenty-four hours in advance, in writing, on an approved form, to the immediate
supervisor who will then make a recommendation to the District Superintendent or designee. The reasons for personal leave need not be disclosed. Personal leave may be taken only for personal obligations which cannot be scheduled outside of normal working hours and is not to be used for recreation or to extend holidays or vacation. Personal leave is not to be charged against sick leave. Unused personal days will be added to the accumulated sick days annually.

Section 13.05 Child Rearing Leave

a. An unpaid child-rearing leave following the birth or adoption of a child will be granted upon the request of the unit member. Such request will be made in writing at least thirty (30) days in advance of the date the leave is to begin, except in case of documented emergency or documented time constraints with an adoption.

b. An unpaid leave of absence under this section shall not exceed one (1) year. However, the Board of Education may extend such leave in multiples of one (1) semester to a maximum of two years.

c. The unit member will return from leave at the beginning of the semester unless otherwise agreed to by the Board at the commencement of the leave. The unit member must confirm that return in writing at least thirty (30) days prior to the date of the return.

d. Application to return early from leave may be made in writing to the District Superintendent at least forty (40) days prior to the requested early return date. If there is an available position and the District Superintendent determines that it is in the best interest of BOCES to permit the early return, the unit member will be permitted to return.

e. Time spent on unpaid leave shall not count toward seniority, salary or fringe benefits.

f. A unit member on child rearing leave may continue health insurance pursuant to the Family and Medical Leave Act or may purchase continued coverage in the health care benefits plan. No unit member on child rearing leave will accept employment without written consent from the District Superintendent.

Section 13.06 Jury Duty

a. A unit member called for jury duty will immediately notify his or her supervisor. With the unit member's knowledge, BOCES may submit a written request to the Commissioner of Jurors that the jury duty service be scheduled during the months of July and/or August due to the importance of the unit member's presence during the school year.

b. Unit members required for jury duty during regularly scheduled workdays shall receive his/her regular salary. A unit member employed by BOCES during the regular summer school program, which may include but not be limited to the extended school year, JTPA, etc., shall be compensated at his/her regular summer school rate for any dates of jury duty service.

c. The unit member must submit to the Employee Benefits Clerk or other designated administrative BOCES employee, documentation showing the amount he/she has received for jury duty, less amounts received for travel expenses, meals, etc. The unit member will then pay BOCES the amount received for jury duty, if any, excluding amounts received for travel expenses, meals, etc. The regular payroll check will be given to the unit member, uninterrupted during this
period.

d. If excused from jury duty during the time he or she would otherwise be scheduled
to work, the unit member must report to work, if possible.

Section 13.07 Military Leave

Unit members shall be entitled to military leave as provided in the New York Military Law. Any unit member directed to report military, National Guard or active reserve duty shall immediately notify the unit member's supervisor. BOCES may request to the appropriate authority that the military, national guard, or reserve duty be scheduled during the months of July and/or August due to the importance of the unit member's presence during the school year.

BOCES will abide by all applicable laws regarding the employment and reinstatement rights of unit members engaged in the performance of military duty. Contractual benefits, including health insurance, will continue during any paid leave under this Section, provided that in the event of an unpaid leave, military health insurance coverage shall be primary unless the unit member will suffer a loss of or substantial change in coverage, in which case BOCES will provide the primary coverage.

Section 13.08 Unpaid Leave

Unpaid leave of absence may be granted by BOCES Board upon the recommendation of
the District Superintendent. When possible, a letter or request shall be forwarded to the District Superintendent at least 30 calendar days in advance of the date the leave is to begin, and shall state the anticipated duration of the leave. The District Superintendent may, at his/her discretion, waive the 30-day advance notice requirement.

For leaves of forty-five (45) or more calendar days the unit member will return from a
leave at the beginning of a semester. BOCES may extend such leave in multiples of one semester upon receipt of a timely written request from the unit member. The unit member must notify the District Superintendent in writing two months prior to the end of the semester of the unit member's intention to return or not return to work.

A unit member on such leave may continue in the health care plan pursuant to the Family and Medical Leave Act or may purchase continued coverage in the health care benefits plan. No unit member on such leave shall accept employment without written consent from the District Superintendent.

No seniority rights, salary rights or fringe benefits shall accrue while a unit member is on such leave, except as otherwise provided by law.

Section 13.09 Family and Medical Leave Act

All leave and benefits provisions of this contract will be counted toward the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible unit members if the contractual leave and benefits provide less than the FMLA. Nothing contained in this Article shall limit the rights of BOCES or unit members under State or Federal law.
Section 13.10 Workers' Compensation

Whenever a unit member is necessarily absent from duty because of occupational injury or disease, as defined the Workers' Compensation Law, full pay shall be allowed to him/her under BOCES plan for sick leave pay, provided the unit member is entitled to such sick leave pay at the time of such absence. When the unit member's case has been adjudicated by the Workers' Compensation Board, and an award has been granted covering the time of his/her absence from employment because of such injury, such compensation shall be credited and paid directly to BOCES for those days which the unit member received full pay allowance from BOCES under the sick leave plan. Upon receipt of such compensation award, BOCES will re-credit the unit member's sick leave time in the same proportion as the compensation award bears to the sick leave pay received by the unit member. When a unit member is injured or becomes ill as a result of compensated employment other than by BOCES, the provisions of these rules are not applicable.

13.11 Association Leave

BOCES agrees to provide up to five (5) days of leave time per year for the Association Co-President of each Unit or his/her designee in order to conduct the Association's business.

ARTICLE 14

Article 14.01 Complete Agreement

BOCES and the Associations acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the areas of collective negotiations.

The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

BOCES and the Associations agree that to promote a stable relationship, neither party shall, for the duration of this Agreement be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by the Agreement, except to the extent provided in the N.Y.S. Public Employees Fair Employment Practices Act.

BOCES retains all rights, powers and authority they had prior to entering this Agreement except as expressly abridged or modified by this Agreement.

ARTICLE 15

Section 15.01 Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law or the ruling of the Courts or the Commissioner of Education that provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event any provision of this Agreement is or
shall be contrary to law, all other provisions of this Agreement shall continue in full force and
effect.

ARTICLE 16

Section 16.01 Duration

THIS AGREEMENT shall become effective on the date of ratification, unless otherwise
set forth herein, and continue in full force and effect until midnight June 30, 2010, and from year
to year thereafter, unless during the period of January 15th to February 15th prior to any expiration
date, either party submits written notification of intent to open negotiations on a successor
agreement.

Section 16.02 Legislative Proviso

Unit 1:
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF
THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL
FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE
LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to
be executed by their duly authorized representatives on the day of June, 2007.

GENESEE-LIVINGSTON-STEUBEN-
WYOMING BOCES

District Superintendent

GENESEE VALLEY SCHOOL RELATED
PERSONNEL ASSOCIATION UNIT 1

James R. Heale
Unit 1 President

Unit 2:
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF
THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL
FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE
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GENESEE-LIVINGSTON-STEUBEN-
WYOMING BOCES

District Superintendent

GENESEE VALLEY SCHOOL RELATED
PERSONNEL ASSOCIATION UNIT 2

Linda O. Brown
Unit 2 President